

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DENISE PALMER,

Plaintiff,

-against-

THE CITY OF NEW YORK, THE NEW YORK CITY
DEPARTMENT OF EDUCATION, and RONNA
BLEADON,STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE

07 Civ. 6955 (NRB)

Defendants.

WHEREAS, plaintiff commenced this action by filing a complaint in the United States District Court for the Southern District of New York on or about August 2, 2007, alleging that she was subjected to discrimination on the basis of her race in violation of 42 U.S.C. Section 1983 and;

WHEREAS, defendants the City of New York and the New York City Department of Education ("City defendants") have denied the truth of the plaintiff's allegations, as well as any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. This action is hereby dismissed and discontinued, with prejudice, as to defendant Ronna Bleadon.
2. Plaintiff agrees to the dismissal of this action, with prejudice, and without costs, expenses, or fees in excess of the amounts specified in paragraph "3" below.

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3. The City of New York agrees to pay plaintiff the total sum of One Thousand Five Hundred Dollars and no cents (\$1,500.00) in full satisfaction of all claims that were or could have been raised by plaintiff in the above-referenced action including, but not limited to, all claims for costs, expenses, attorneys' fees personal injury and emotional harm. This payment shall be made by the issuance of a check as follows: The City of New York shall issue a check made payable to "Law Office of Gary S. Fish, as Counsel for Denise Palmer" in the amount of One Thousand Five Hundred Dollars and no cents (\$1,500.00).

4. In consideration for the payment by the City defendants referred to in paragraph "3" above, plaintiff agrees to the dismissal with prejudice of any and all claims or rights of action against defendants the City of New York and the New York City Department of Education and to release and discharge defendants the City of New York and the New York City Department of Education and their successors or assigns, and all present and former officials, employees, representatives or agents of the City of New York and the New York City Department of Education from any and all claims, liabilities and/or causes of action which were or could have been asserted by plaintiff based on any act, omission, event or occurrence occurring from the beginning of the world up through and including the date of the execution of the general release referred to in paragraph "5" below including, but not limited to, any and all liability, claims or rights of action, which were or could have been alleged by plaintiff in this action, including all claims for attorneys' fees and costs.

5. Plaintiff hereby agrees to the discontinuance and dismissal, with prejudice, of any and all complaints, claims and charges, if any, filed in any other forum arising out of the events alleged in the complaint and specifically agree to execute any additional documents necessary to accomplish such discontinuance and dismissal with prejudice.

6. Plaintiff shall execute and deliver to the attorneys for the defendants the City of New York and the New York City Department of Education all documents necessary to effect this settlement, including, without limitation, an affidavit of no liens and/or an affidavit concerning liens, a general release based on the terms of paragraphs "3"- "4" above, and a form W-9 to be executed by plaintiff's counsel.

7. Nothing contained herein shall be deemed to be an admission by the City of New York and the New York City Department of Education that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the New York City Department of Education or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York and the New York City Department of Education. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York and the New York City Department of Education.

9. In the event that a taxing authority or a court determines the payment made pursuant to this Stipulation and Order of Settlement and Discontinuance by the City of New York is subject to personal income tax, any taxes, interest or penalties determined to be owed shall be the sole and complete responsibility of plaintiff, and plaintiff and her counsel shall not have any claim, right, or cause of action against the City of New York and the New York City Department of education, or any former, present, or future officials, agents, employees, or representatives of the City of New York and the New York City Department of Education or their successors and assigns, on account of such taxes. The City of New York and the New York

City Department of Education, and their former, present, or future officials, agents, employees, or representatives or their successors and assigns, do not waive any claims they might have should any taxing authority proceed against them on account of any moneys paid under this Stipulation and Order of Settlement and Discontinuance.

10. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
 March 25, 2008

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Gary S. Fish
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Isaac Klepfish
By: ISAAC KLEPFISH (IK-3478)
Assistant Corporation Counsel,

SO ORDERED:

James L. Sandomir
U.S.D.J.

April 1, 2008